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NOTICE OF CONFIDENTIAL STRIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision

PAID UP OIL AND GAS LEASE (No Surface Use)

1. <u>Leased Premises.</u> In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

FOR LEGAL DESCRIPTION, SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

- 2. <u>Term</u>. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.
- Royalties on oil, gas and other substances produced and saved Royalties. hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be 25% of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; and (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be 25% of the proceeds realized by Lessee from the sale thereof at the point of final delivery to the first purchaser in an arms length transaction, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder. It is agreed between the Lessor and Lessee, that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements

charged by an unaffiliated third party. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee. The foregoing provisions are to be fully enforceable and effective and are not to be construed as "surplusage" under the principles set forth in *Heritage Resources v. NationsBank*, 939 S.W.2d 118 (1997).

If at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut-in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of twenty five dollars (\$25.00) per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90day period while the well or wells are shut-in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Notwithstanding the foregoing, after the expiration of the primary term, Lessee's right from time to time to continue this Lease in force by payment of shut-in royalty shall not exceed any single period of more than two (2) consecutive years and no more than five (5) years in the aggregate while this lease is in force. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

- 4. <u>Payments.</u> All royalty and shut-in royalty payments under this lease shall be paid or tendered to Lessor or to Lessor's credit at Lessor's address above or its successors, or its designated depository which shall be Lessor's depository agent for receiving payments regardless of changes in the ownership of said land. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor or to the depository by deposit in the US Mails in a stamped envelope addressed to the depository or to the Lessor at the last address known to Lessee shall constitute proper payment. If the depository should liquidate or be succeeded by another institution, or for any reason fail or refuse to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.
- 5. Continuous Operations. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.
- 6. Pooling. Unless prohibited by law, Lessee shall pool all the leased premises and interest therein with other lands and interests, as to any or all depths or zones, and as to any or all substances covered by this lease, before commencement of production, in a configuration and size Lessee deems necessary or proper in order to prudently develop and operate the leased premises. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable

law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on 24hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

- 7. <u>Partial Interests</u>. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.
- 8. Assignment. Four Sevens Energy Co., LLC will assign this lease to Chesapeake Exploration, L.L.C. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns; provided, however, that an assignment by Lessee will be to an operator with a net worth and capability of operating this lease in a manner comparable to the manner in which Lessee operated this lease. Except for the assignment to Chesapeake Exploration, L.L.C. referenced above, Lessee shall give at least 30 days prior written notice to the then Chairman of the University West Neighborhood Association prior to any assignment. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.
- 9. Release; Pugh Clause. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder. Upon termination of this lease, Lessee shall deliver to lessor a written release of this lease and any pooling declaration in recordable form upon written request by Lessor. Upon the expiration of the primary term of this

lease, upon the expiration of any extension or renewal of the primary term, or after cessation of operations as provided herein, whichever occurs last, this lease shall terminate as to all rights lying below one hundred feet (100') below the deepest producing formation in any well drilled on the leased premises or on lands pooled therewith; provided, however, if Lessee is then engaged in operations on the leased premises or on lands pooled therewith, this Lease shall remain in full force and effect as to all depths so long as no more than ninety (90) days elapse between operations.

- 10. Indemnity. Lessee hereby releases and discharges Lessor, along with their heirs, successors and assigns (collectively the "Lessor Parties"), of and from all and any actions and causes of action of every nature, or other harm, including environmental harm, for which recovery of damages is sought, including, but not limited to, all losses and expenses which are caused by the activities of Lessee, its officers, employees and agents arising out of, incidental to or resulting from, the operations of or for Lessee on or under the leased premises (or land pooled therewith) or at the drill site or operations site or that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this Lease, or by any other negligent or strictly liable act or omission of Lessee. Further, Lessee hereby agrees to be liable for, exonerate, indemnify, defend and hold harmless the Lessor Parties against any and all claims. liabilities, losses, damages, actions, property damage, personal injury (including death), costs and expenses, or other harm for which recover of damages is sought, INCLUDING CLAIMS CAUSED BY THE JOINT OR CONCURRENT NEGLIGENCE, OMISSION OR STRICT LIABILITY OF ANY OF THE LESSOR PARTIES (EXCLUDING GROSS NEGLIGENCE AND WILFUL MISCONDUCT, under any theory including tort, contract, statute or strict liability, including attorney fees and other legal expenses, including (i) those related to environmental hazards on or under the leases premises (or land pooled therewith) or at the drill site or operations site or in any way related to Lessee's failure to comply with any and all environmental laws; (ii) those arising from or in any way related to Lessee's operations or any other of Lessee's activities in, on or under the leased premises (or land pooled therewith) or at the drill site or operations site; (iii) those arising from Lessee's use of the or subsurface of the leased premises (or land pooled therewith); and those that may arise out of or be occasioned by Lessee's breach of any of the terms or provisions of this lease or any other act or omission of Lessee, its directors, officers, employees, partners, agents, contractors, subcontractors, guests, invitees and their respective successors and assigns. Each assignee of this Lease, or of an interest herein, agrees to be liable for, exonerate, indemnify, defend and hold harmless the Lessor Parties in the same manner provided above in connection with the activities of Lessee, its officers, employees and agents as described above. This indemnity obligation will survive termination of this lease.
- 11. Applicable Laws; Force Majeure. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas, and other substances covered hereby. To the extent any such laws, rules, regulations or orders are less restrictive than the terms of this lease, this lease shall control. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay but not to exceed 2 consecutive years, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof not to exceed 2 consecutive years. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted. Lessee shall provide written notice to the then Chairman of the University West Neighborhood Association no more than 30 days after the prevention or delay occurs
- 12. Lessee Default. No litigation shall be initiated by Lessor with respect to any breach or default by Lessee hereunder, for a period of at least 60 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default, within such period; provided, however if the breach or default can not be remedied by Lessee within 30 days for reasons outside Lessee's control, then Lessee shall have up to 90 days after Lessor has given Lessee said notice to remedy the breach or default.
- 13. <u>Title</u>. Lessor makes no warranty of any kind with respect to title to the surface or mineral estate in the leased premises or any portion of or interest therein. All warranties that might arise by common law or by statute, including but not limited to Section 5.023 of the Texas Property Code (or its successor), are excluded. By acceptance of this Lease, Lessee acknowledges that it has been given full opportunity to investigate and has conducted sufficient investigation to satisfy itself as to the title to the leased premises. Lessee assumes all risk of title failures. If Lessor is delinquent in paying ad valorem taxes, a mortgage or other indebtedness secured by the leased premises, and the holder of the indebtedness has filed for judicial foreclosure or

posted for a non-judicial foreclosure, Lessee, at Lessee's option, may cure such delinquency with at least 10 days prior notice to Lessor. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-n royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved. Lessee will pay costs required to subordinate any mortgage lien covering the leased premises to this lease.

- 14. Non Surface Use. Notwithstanding anything contained to the contrary in this lease, Lessee or its affiliates shall not have any rights to use the surface of the leased premises or the lands (including streets, alleys and easements) within the boundaries of the University West Subdivision as shown on the plat attached hereto as Exhibit "A," or Cantey Street, for drilling, transportation of the produced oil, gas and water via pipeline, truck traffic or other operations, including geophysical/seismic operations. Lessee further agrees that it will use its best efforts to reduce dust from its operations on the drillsite access roads and the drillsite location and shall use directional lighting to reduce the effects of the drillsite lighting on the surrounding area.
- 15. <u>Subsurface Easement.</u> For the same consideration recited above and provided the leased premises are included in a producing unit, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easement shall run with the land, but shall terminate upon termination of this lease unless prior to termination of this lease, Lessee assigns to Lessor an overriding royalty interest in the leases being developed by the subsurface well bores crossing the leased premises in an amount equivalent to Lessor's pro rata share on an acreage basis of a 25% royalty in those leases as if Lessor's leased premises was included in the pooled unit from which the well bores produce. Upon abandonment of the well or wells with well bores using this easement, Lessee shall provide Lessor a release of the easement in recordable form upon Lessor's written request.
- 16. <u>Extension of Term.</u> Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of two years from the end of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.
- 17. Noise. Noise levels associated with Lessee's operations related to drilling, completion and reworking of wells shall be kept to a reasonable minimum, taking into consideration state of the art available equipment and technology for urban drilling in the oil and gas industry, the level and nature of development and surface use elsewhere in the vicinity of Lessee's drillsites and the fact Lessee's operations are being conducted in or near an urban residential area. In the exercise of its obligations regarding noise level, a "reasonable minimum" will be less than the maximum sound levels required under the Gas Drilling Ordinances of the City of Fort Worth, as amended from time to time; provided however that if Lessee's noise levels are "grandfathered" so that they are not subject to any such amendment, the "grandfathered" noise level will apply under this lease. If Lessee utilizes any non-electric powered equipment in its operations, Lessee shall take reasonable steps to muffle the sound therefrom by installing a noise suppression muffler or like equipment. Lessee will follow all applicable city ordinances law regarding noise. The Lessee will not place any gas compression station within 2000 feet from the boundaries of the University West Subdivision.
- 18. <u>Venue.</u> Venue for all disputes arising under this lease will be in Tarrant County, Texas, where all obligations under this lease are performed.
 - 19. <u>Top Leasing.</u> Lessor may top lease this lease at any time and from time to time.
- 20. <u>Notices.</u> All notices required or contemplated by this lease shall be directed to the party being notified at the address identified above, unless notice of another address has been provided in writing. Notice to the Chairman of the University West Neighborhood Association will be the address provided Lessee in writing by the current president. All such notices shall be made by registered or certified mail, return receipt requested, unless another means of delivery is expressly stated.
- 21. <u>Miscellaneous.</u> This lease is entered into in the State of Texas and shall be construed, interpreted and enforced in accordance with the laws of the State of Texas without reference to choice of law rules. Should any of the provisions herein be determined to be invalid by a court of competent jurisdiction, it is agreed that this shall not affect the enforceability of any other provision herein and that the parties shall attempt in good faith to renegotiate that provision so determined to be invalid to effectuate the purpose of and to conform to the law regarding such provision. The section titles appearing in this lease are for convenience only and shall not by themselves determine the construction of this lease. This lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Singular and plural terms, as well as terms

stated in the masculine, feminine or neuter gender, shall be read to include the other(s) as the context requires to effectuate the full purpose of this Lease. This lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

22. <u>Drilling Permit.</u> Lessee hereby agrees to pay as additional consideration an amount equal to five thousand dollars (\$5,000.00) per net mineral acre covered by this lease within sixty days of the City of Fort Worth's approval of Lessee's, or Lessee's assigns, drilling permit for its TCU stadium drillsite. This additional compensation shall be a one-time payment, and shall only apply to the first City of Fort Worth gas drilling permit received by Lessee or its assigns for a well the surface hole location of which is located on the TCU football stadium parking lot.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR WHETHER ONE OR MORE)

AND JULIAN

Printed Name

Printed Name

Printed Name

ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OFTARRANT				
This instrument was acknowledged before 2008, by	me on the	14	_day of _	October
WESLEY ALLEN WALLS Notary Public, State of Texas My Commission Expires March 09, 2011	Notary Public, Notary's name	State of printer	of Texas ed): Ilen Wa	Als 3/4/201

ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OFTARRANT	
This instrument was acknowledged before 2008, by Tracy Leigh Tuckur. WESLEY ALLEN WALLS Notary Public, State of Texas My Commission Expires March 09, 2011	me on the
CORPORATE ACKNO	OWLEDGMENT
STATE OF TEXAS COUNTY OFTARRANT This instrument was acknowledged I, 2008, by	
, 2006, by a corporation.	of corporation, on behalf of said
	Notary Public, State of Texas Notary's name (printed):
	Notary's commission expires:
STATE OF TEXAS County of	ORMATION
This instrument was filed for record on, 2008, at, of the	the day ofM., and duly recorded inrecords of this office.
By Clerk (d	or Deputy)

Exhibit "A"

Attached to and made a part of that certain Oil and Gas Lease (Paid-Up) dated **August 22, 2008** by and between **Jeffrey R. Tucker and wife, Tracy Leigh Tucker**, as Lessors, and **FOUR SEVENS ENERGY CO., LLC**, as Lessee, covering 0.237 Acres, more or less, in Tarrant County, Texas.

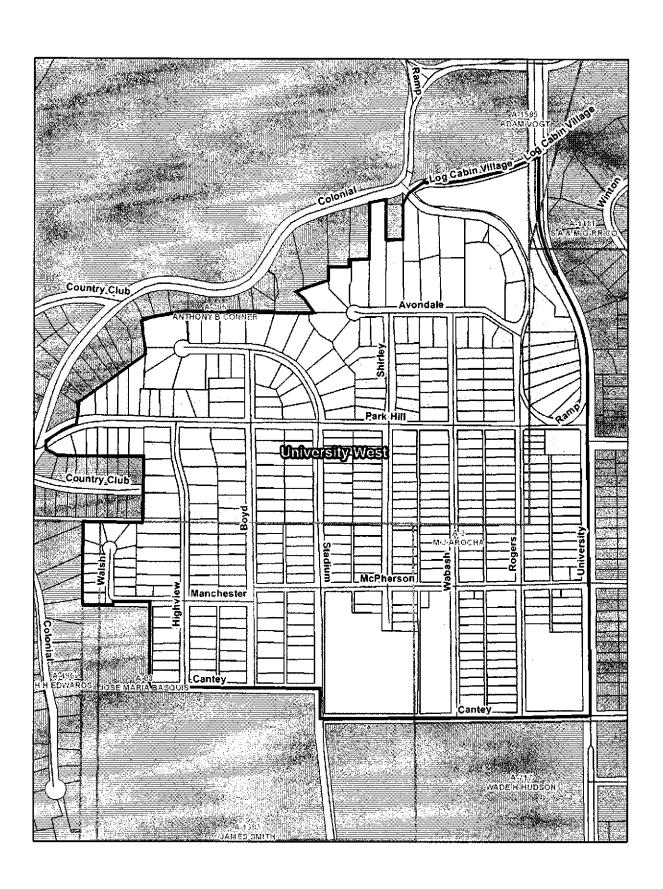


EXHIBIT "B"

Attached to and made a part of that certain Oil and Gas Lease (Paid-Up) dated **August 22, 2008** by and between **Jeffrey R. Tucker and wife, Tracy Leigh Tucker,** as Lessors, and **FOUR SEVENS ENERGY CO., LLC**, as Lessee, covering 0.237 Acres, more or less, in Tarrant County, Texas.

Lot 21, Block 11, of UNIVERSITY PLACE, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat thereof recorded in Volume 310, Page 73, of the Plat Records of Tarrant County, Texas.

LESSOR (WHETHER ONE OR MORE)

Printed Name

END OF EXHIBIT "B"